

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve and authorize Chairman to execute the 2009-2010 agreement between Seminole County and United Arts of Central Florida, Inc. reflecting \$.30 per capita funding

DEPARTMENT: Library Services

DIVISION: Administration - Library Services

AUTHORIZED BY: Jane Peterson

CONTACT: Jane Peterson

EXT: 1501

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute agreement between Seminole County and United Arts of Central Florida, Inc. in the amount of \$127,924 reflecting \$.30 per capita funding approved by Board of County Commissioners as part of the 2009/2010 budget.

County-wide

Jane Peterson

BACKGROUND:

As part of the 2009/10 budget, the Board of County Commissioners approved a funding level for United Arts of Central Florida of \$.30 per capita. Using the 4/1/2008 BEBR data showing a population of 426,413 for Seminole County the total contract funding is \$127,924. Funds are to be paid on a quarterly basis in the amount of \$31,981.00.

Funds are distributed as follows: \$10,000.00 retained by United Arts for Project Grant Funds and Administrative Costs; \$50,000.00 for The Wayne Densch Performing Arts Center; \$45,424.00 for the Seminole Cultural Arts Council, Inc (\$45,424.00 Seminole County Local Grants, Events, Promotions); \$22,500.00 for the Orlando Ballet.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an agreement between Seminole County and United Arts of Central Florida, Inc. in the amount of \$127,924.00 reflecting \$.30 per capita funding approved by Board of County Commissioners as part of the 2009/10 budget.

ATTACHMENTS:

1. 2009 2010 Seminole County Agreement with United Arts of Central Florida

Additionally Reviewed By:


- ☒ Budget Review (Karen Huffman, Lisa Spriggs)
- ☒ County Attorney Review (Ann Colby)
- ☒ Grant Review (Jennifer Bero, Lisa Spriggs)

UNITED ARTS OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **UNITED ARTS OF CENTRAL FLORIDA, INC.**, a Florida non-for-profit corporation, whose mailing address is 2450 Maitland Center Parkway, Suite 201, Maitland, Florida 32751-4140, hereinafter referred to as "UNITED ARTS".

W I T N E S S E T H

WHEREAS, UNITED ARTS is a Florida not-for-profit corporation which promotes the development and awareness of arts and cultural activities for all ages within the Center Florida area; and

WHEREAS, COUNTY has deemed  that the development and awareness of the arts and cultural activities serves a COUNTY public purpose and will benefit the citizens of Seminole County, Florida; and

WHEREAS, COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,


NOW, THEREFORE, in consideration of the mutual understandings, promises, representations, and covenants set forth herein, COUNTY and UNITED ARTS agree as follows:

SECTION 1. RECITALS. The above recitals are true, correct, and are incorporated herein as fully as if set forth below.

SECTION 2. TERM. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding.

SECTION 3. SERVICES.

(a) UNITED ARTS shall use funds from this Agreement to facilitate the development and awareness of arts and cultural activities within Seminole County, Florida. These funds shall supplement other funds previously committed by UNITED ARTS to Seminole County activities, as set forth in earlier agreements between COUNTY and UNITED ARTS. UNITED ARTS shall provide funding to Seminole County based arts and cultural organizations on the recommendations made through the Seminole County Division of Community Assistance. Services provided by this Agreement shall be limited to those activities and events benefiting Seminole County residents or occurring within Seminole County or sponsored by Seminole County based arts and cultural organizations.

(b) UNITED ARTS shall  recognize COUNTY, as COUNTY's sole election, as a member of the UNITED ARTS Board of Trustees for the duration of this Agreement. COUNTY's Board of County Commissioners shall appoint COUNTY's representative to the UNITED ARTS Board of Trustees and notify UNITED ARTS in accordance with Section 11 herein.

SECTION 4. TERMINATION. This Agreement may be terminated by any party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, or at the option of COUNTY, immediately in the event that UNITED ARTS fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by a party after that party has received notice of termination. Upon said termination, that party shall

immediately refund to COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 5, 8, and 10 hereunder shall survive the term of this Agreement as a whole.

SECTION 5. INDEMNIFICATION.

(a) COUNTY and its commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, or negligence of UNITED ARTS or their officers, employees, or agents. UNITED ARTS shall indemnify and hold harmless COUNTY, its commissioners, officers, employees, and agents from and against all claims, damages, costs, and expenses, including reasonable attorney fees and attorney fees on appeal, arising out of or resulting from its operations under this Agreement.

(b) UNITED ARTS shall indemnify and save harmless COUNTY and its commissioners, officers, employees, and agents from and against any and all claims, suits, actions, damages, or causes of action of any kind arising from this Agreement and resulting or accruing from any negligent act, omission, or error of UNITED ARTS, or its officers, agents, employees, or servants.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity by COUNTY beyond that waiver provided for in Section 768.28, Florida Statutes.

(d) The waiver of a provision herein by either party shall not constitute the further waiver of said provisions or the waiver of any

other provision.

SECTION 6. FUNDING. COUNTY hereby agrees to provide financial assistance to UNITED ARTS in the mount of THIRTY-ONE THOUSAND NINE HUNDRED EIGHTY-ONE AND NO/100 DOLLARS (\$31,981.00) on a quarterly basis up to the maximum sum of ONE HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$127,924.00) annually. The parties hereby agree that the funds provided hereunder shall be granted to and used by UNITED ARTS as set forth in Exhibit A, including the expenditure of funds for necessary administrative costs; provided, however, that such administrative costs shall not exceed ten percent (10%) of the funding provided by COUNTY hereunder.

SECTION 7. PAYMENT.

(a) Payment of the amounts set forth above shall be made upon receipt by COUNTY of the following:



(1) A payment request from UNITED ARTS identifying the amount for which UNITED ARTS seeks COUNTY payment; and

(2) A verification by COUNTY that UNITED ARTS has complied with the requirements as contained in this Agreement.

(b) Payment requests shall be sent to: Library Services Director, Jean Rhein Central Branch Library, 215 North Oxford Road, Casselberry, Florida 32707.

SECTION 8. REPORTING REQUIREMENTS.

(a) In the performance of this Agreement, UNITED ARTS shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.

(b) UNITED ARTS shall provide to COUNTY a quarterly report by the 30th day of the final month of each calendar quarter.

SECTION 9. ACCESS TO RECORDS. UNITED ARTS shall allow COUNTY, its duly authorized agents, and the public access to such of UNITED ARTS's records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

SECTION 10. AUDIT. UNITED ARTS shall submit to COUNTY an annual audit report for the term of the Agreement. UNITED ARTS shall submit the annual audit reports to COUNTY on or before the ninetieth (90th) day following the final month of their respective fiscal year or within ninety (90) days following the termination of this Agreement as set forth in Section 4 herein, whichever occurs earlier.

SECTION 11. NOTICES.



(a) Whenever a party desires to give notice to the others, it shall be given in writing, by certified United States mail, return receipt requested, or by hand delivery, and be sent to:

For COUNTY:

County Manager
County Services Building
1101 East First Street
Sanford, Florida 32771

With a copy to:

Library Services Director
Jean Rhein Central Branch Library
215 North Oxford Road
Casselberry, Florida 32707


For UNITED ARTS:

United Arts of Central Florida, Inc.
2450 Maitland Center Parkway, Suite 201
Maitland, Florida 32751-4140

(b) The parties may change, by written notice as provided above, the person or address for the receipt of notice.

SECTION 12. ASSIGNMENTS. No party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the others. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon any person, firm, bank, lending institution, or corporation any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any covenant, condition, or stipulation hereof, as this Agreement and all its covenants, conditions, and stipulations is intended to be for the sole and exclusive benefit of COUNTY and UNITED ARTS.

SECTION 13. ENTIRE AGREEMENT.

(a) It is understood and  agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, UNITED ARTS shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes,

ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to UNITED ARTS as provided hereinabove.

SECTION 15. CONFLICT OF INTEREST.

(a) UNITED ARTS agrees that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

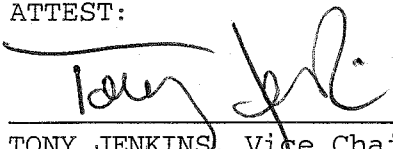
(b) UNITED ARTS hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent), either directly or indirectly, in the business of UNITED ARTS, to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, UNITED ARTS hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

(Signature Page Follows)


IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expresses on the day and year first above written.

ATTEST:



TONY JENKINS, Vice Chair
(Corporate Seal)

UNITED ARTS OF CENTRAL FLORIDA, INC.

By: 

MARGOT H. KNIGHT, President

Date: 10-9-09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC/sjs
9/30/09
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Attachment:

Exhibit A - Scope of Services

Exhibit A

Fiscal Year 2009/10
Scope of Services

AGENCY: United Arts of Central Florida
Margot H. Knight, President & CEO
2450 Maitland Center Parkway, Suite 201
Maitland, FL 32751

The above agency will provide the following services for the residents of Seminole County during the fiscal year 09/10:

The distribution of the \$127,694.00¹ in funds provided by Seminole County will be distributed to United Arts of Central Florida, Inc. in the following manner:

\$ 10,000.00	Retained By United Arts for Project Grant Funds & Administrative Costs
\$ 50,000.00	The Wayne Densch Performing Arts Center ²
\$ 45,424.00	Seminole Cultural Arts Council, Inc.
	\$45,424.00 Seminole County Local Grants, Events, Promotions ²
<u>\$ 22,500.00</u>	Orlando Ballet
<u>\$127,924.00</u>	

Services will be reimbursed quarterly at the following rate:

October – December	\$31,981.00
January – March	\$31,981.00
April – June	\$31,981.00
July – September	<u>\$31,981.00</u>
	<u>\$127,924.00</u>

¹ 4/1/2008 BEBR Report: Seminole County Population 426,413 x \$.30 = \$127,694.00

² Restrictions lifted from The Wayne Densch Performing Arts Center and Seminole Cultural Arts Council so that they can apply for matching funds.